

SUPREMACY COURT OF THE STATE OF NEW YORK  
COUNTY OF Bronx

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Raymond Del Pino + Keihana Simmons STIPULATION OF  
SETTLEMENT

Plaintiff(s), INDEX #: 309343/11

-against-

CITY OF NY, NYPD C Vaccaro + Partner  
and PO F. Balin

NYC Law Dep't #: 2011 034945

NYC Comptroller #: 2011 01024853

Defendant(s).  
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IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record, based upon full authority given by the respective parties, that this action is settled for the total amount of Seventy Five Thousand Dollars (\$ 75,000.00), inclusive of costs, interest, attorney's fees, and disbursements, and subject to statutory liens and/or statutory rights to reimbursement by third-parties, including Medicaid, Medicare, Medicare Advantage Plans (MAPs) and prior attorneys, and that for purposes of Medicaid, Medicare, and any other statutory right of reimbursement, this settlement includes compensation for medical expenses. Legal Aid / Simmons & JTC

IT IS FURTHER STIPULATED AND AGREED that based upon this settlement, the plaintiff(s) agree to discontinue this action with prejudice and to release and discharge the City of New York [and MLAS] and its/their past and present officers, managers, administrators, employees, agents, and representatives, and all other individually named defendants and entities represented and/or indemnified by the City of New York (hereafter, "RELEASEES"). Plaintiff has been advised and agrees that he/she is forever barred from seeking any other recovery relating to the subject incident as against the RELEASEES.

IT IS FURTHER STIPULATED AND AGREED that from the total settlement sum, plaintiff(s) shall pay a sum not to exceed N/A Dollars (\$ N/A.00), which it is agreed reflects medical expenses in this case, to the New York City Human Resources Administration ("HRA") in consideration of HRA's partial non-assertion of its Medicaid lien against the proceeds of this settlement, and it is further STIPULATED AND AGREED that plaintiff shall pay a sum not to exceed N/A Dollars (\$ N/A.00) in consideration of HRA's partial non-assertion of its Public Assistance lien against the proceeds of this settlement, and it is further STIPULATED AND AGREED that HRA will limit its collection for Medicaid and Public Assistance against the proceeds of this settlement to a total collection amount of N/A Dollars (\$ N/A.00), or to the amount of the actual liens should they be less than the agreed upon amounts set forth above.

IT IS FURTHER STIPULATED AND AGREED that prior to tendering the requisite documents for payment, as provided in CPLR 5003-a(b), any Medicare-recipient plaintiff shall

have notified his/her Medicare provider of the settlement and obtained and submitted with the closing papers a final demand letter from the Medicare provider for reimbursement of secondary payments made related to the claimed injury in this matter. A Medicare Set-Aside Allocation for future medical costs related to the claimed injury may be necessary pursuant to 42 U.S.C. §1395y(b).

**IT IS FURTHER STIPULATED AND AGREED** that plaintiff agrees to hold harmless RELEASEES, regarding any liens, claims, or past Medicare or secondary payments, presently known or unknown in connection with this matter. If the Medicare claim has not been satisfied, defendant(s) reserve(s) the right to issue a multi-party settlement check, naming Medicare as a payee, or to issue a check to Medicare directly based on the Medicare provider's final demand letter. Upon tender of all required settlement papers, payment of the settlement shall be made in accordance with CPLR 5003-a(b). Plaintiff is required to obtain a release/discharge of any attorney's lien asserted against the proceeds. *Faxed signatures shall be deemed originals.*

**IT IS FURTHER STIPULATED AND AGREED** that should this settlement involve a structure, plaintiff agrees to use the City of New York's approved structure broker that is up on its rotation for drafting the necessary closing papers and structure documents, including, but not limited to the Settlement Agreement & Release and Qualified Assignments; locking in annuity benefits; placing the annuity premium and obtaining the annuity contract. Upon tender of all required settlement papers, payment of the structured settlement shall be made in accordance with CPLR 5003-a(b).

**IT IS FURTHER STIPULATED AND AGREED** that plaintiff agrees to obtain independent professional advice relating to the legal, tax and financial implications of the structured settlement, including any adverse consequences.

**IT IS FURTHER STIPULATED AND AGREED** that nothing contained herein shall be deemed to be an admission of liability by the defendants herein nor constitute a policy or practice of the City of New York or any agency thereof. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

Dated: 3/11, 2015, NY

1) [Signature]  
Attorney(s) for Plaintiff(s)

\_\_\_\_\_, NY, \_\_\_\_\_  
Tel: (\_\_\_\_) \_\_\_\_\_  
By: \_\_\_\_\_

2) [Signature]  
Zachary W. Carter, Esq  
Corporation Counsel  
Attorney for Defendant(s)  
CITY OF NEW YORK

\_\_\_\_\_, NY, \_\_\_\_\_  
Tel: (\_\_\_\_) \_\_\_\_\_  
By: \_\_\_\_\_

for [Signature]  
[Signature]

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